

**CONTRACT #3**  
**RFS # 339.01-009**  
**FA-06-16411-05**

**Department of Mental Health  
& Developmental Disabilities**

**VENDOR:**  
**University of Tennessee**  
**Memphis College of**  
**Pharmacy**



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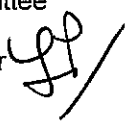
MAR 28 2008

FISCAL REVIEW

STATE OF TENNESSEE  
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES  
MENTAL HEALTH SERVICES  
Cordell Hull Building - 3<sup>rd</sup> Floor  
425 5<sup>th</sup> Avenue North  
Nashville, Tennessee 37243

March 27, 2008

MEMORANDUM TO: Fiscal Review Committee

FROM: Linda Parker, Director   
Program Support

RE: Non-Competitive Contract Amendment  
University of Tennessee, Memphis  
College of Pharmacy

A Non Competitive Contract Request was submitted and approved November 18, 2004 authorizing a Non Competitive Contract with the University of Tennessee, Memphis, College of Pharmacy. This Contract provides for a statewide pharmacy consultant whose responsibility will be to contribute to the formation of pharmaceutical policies and procedures and serve as a professional resource to the Department of Mental Health and Disabilities physicians, pharmacists and clinical staff. The UT Memphis, College of Pharmacy agreed to provide the consultant services for a minimum of 20 hours per week. The Contract, with a term of January 15, 2005 through January 14, 2010, provided for an hourly reimbursement rate of \$36.04, and the accompanying contract summary sheet was prepared based upon that hourly rate.

A non competitive amendment was approved on March 22, 2005, which provided for the hourly rate to be increased from \$36.04 to \$81.28 for a maximum of 844 hours per year for all services provided after April 15, 2005. Because of funding availability at the time, the amendment and accompanying contract summary sheet did not accurately reflect the amount of dollars required based on the number of hours and hourly reimbursement rate approved in the amendment. We have resolved this funding issue and can now cover the additional expense in this contract.

The attached non-competitive amendment request will allow us to increase the amount of funding for fiscal years 2008, 2009 and 2010 to cover the increased hourly rate approved in Amendment No. 1.

## REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

RECEIVED

MAR 28 2008

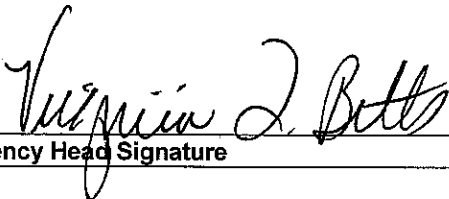
Commissioner of Finance &amp; Administration

Date:

FISCAL REVIEW

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	339.01-009	
2) State Agency Name :	Tennessee Department of Mental Health and Developmental Disabilities	
<b>EXISTING CONTRACT INFORMATION</b>		
3) Service Caption :	Statewide Pharmacy Consultant	
4) Contractor :	University of Tennessee Memphis College of Pharmacy	
5) Contract #	ED-05-01735-01	
6) Contract Start Date :	01-15-05	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	01-14-10	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$225,000.00	
<b>PROPOSED AMENDMENT INFORMATION</b>		
9) <u>Proposed</u> Amendment #	2	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	05-20-08	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	01-14-10	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$364,500.00	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
Increases maximum liability for remaining years of contract.		
15) Explanation of Need for the Proposed Amendment:		
Service rate was increased in prior amendment. Increase in maximum liability was calculated incorrectly and this amendment is		

needed to cover anticipated costs of remaining years of contract at new rate.		
<b>16) Name &amp; Address of Contractor's Current Principal Owner(s) :</b> ( <u>not</u> required if proposed contractor is a state education institution)		
University of Tennessee Memphis College of Pharmacy, 847 Monroe Avenue, Suite 226, Memphis, TN 38163		
<b>17) Documentation of Office for Information Resources Endorsement :</b> (required <u>only</u> if the subject service involves information technology)		
<b>select one:</b>	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
<b>18) Documentation of Department of Personnel Endorsement :</b> (required <u>only</u> if the subject service involves training for state employees)		
<b>select one:</b>	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
<b>19) Documentation of State Architect Endorsement :</b> (required <u>only</u> if the subject service involves construction or real property related services)		
<b>select one:</b>	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
<b>20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :</b>		
This contract was approved for five years. This amendment request is for the purpose of adding funding.		
<b>21) Justification for the Proposed Non-Competitive Amendment :</b>		
This contract was approved for five years. This amendment request is for the purpose of adding funding.		
<b>REQUESTING AGENCY HEAD SIGNATURE &amp; DATE :</b> ( <u>must</u> be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)		
		<div style="font-size: 2em; font-family: cursive;">3/18/08</div>
Agency Head Signature		Date

# CONTRACT SUMMARY SHEET

121107

<b>RFS#</b>	<b>Contract #</b>
<b>339.01-009</b>	<b>ED-05-01735-02</b>
<b>State/Agency</b>	<b>State/Agency Division</b>
Department of Mental Health & Developmental Disabilities	Mental Health Services
<b>Contractor Name</b>	<b>Contractor ID# (FEIN or SSN)</b>
UT Memphis College of Pharmacy	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> X <input type="checkbox"/> V- 62-6001636-32

<b>Service Description</b>			
Statewide Pharmacy Consultant			
<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA#</b>
January 15, 2005	January 14, 2010	Vendor	N/A

<b>Mark Each TRUE Statement</b>	
<input checked="" type="checkbox"/> <b>Contractor is on STARS</b>	<input checked="" type="checkbox"/> <b>Contractor's Form W-9 is on file in Accounts</b>

Allocation Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
339.01	11730	083999	11	N/A	N/A
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2005	\$22,500.00				\$ 22,500.00
2006	\$ 45,000.00				\$ 45,000.00
2007	\$ 45,000.00				\$ 45,000.00
2008	\$ 112,000.00				\$ 112,000.00
2009	\$ 90,000.00				\$ 90,000.00
2010	\$ 50,000.00				\$ 50,000.00
<b>TOTAL</b>	\$ 364,500.00	\$ -	\$ -	\$ -	\$ 364,500.00

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Gene Wood, Budget Director, (615) 532-6676
2005	\$22,500.00		<b>State Agency Budget Officer Approval</b>
2006	\$ 45,000.00		
2007	\$ 45,000.00		
2008	\$ 45,000.00	\$ 67,000.00	
2009	\$ 45,000.00	\$ 45,000.00	Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
2010	\$ 22,500.00	\$ 27,500.00	
<b>TOTAL</b>	\$ 225,000.00	\$ 139,500.00	
<b>End Date</b>	1/14/2010	1/14/2010	

<b>Contractor Ownership</b> (complete for ALL base contracts—N/A to amendments or delegated authorities)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged		

<b>Contract Selection Method</b> (complete for ALL base contracts—N/A to amendments or delegated authorities)		
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID,GG,GU)	

<b>Procurement Process Summary</b> (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)
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**AMENDMENT TWO  
TO CONTRACT NUMBER ED-05-01735-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the "State" and University of Tennessee, Memphis, College of Pharmacy, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section C.1. Maximum Liability, is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Sixty-Four Thousand Five Hundred Dollars (\$364,500.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective May 20, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**UNIVERSITY OF TENNESSEE, MEMPHIS, COLLEGE OF PHARMACY:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:**

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**VIRGINIA TROTTER BETTS, MSN, RN, JD, FAAN,  
COMMISSIONER**

**DATE**

**APPROVED:**

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**M. D. GOETZ, JR., COMMISSIONER  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**DATE**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

**DATE**

## REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance &amp; Administration

Date:

MAR 22 2005

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.

RFS #

339.01-010

STATE AGENCY NAME :

Tennessee Department of Mental Health and Developmental Disabilities (TDMHDD)

SERVICE CAPTION :

Statewide Pharmacy Consultant

CONTRACT #

Ed-05-01735-00

PROPOSED AMENDMENT #

001

CONTRACTOR :

University of Tennessee Memphis College of Pharmacy

CONTRACT START DATE :

01/15/05

CURRENT, LATEST POSSIBLE END DATE :  
(including ALL options to extend)

01/14/10

CURRENT MAXIMUM LIABILITY :

\$197,408.00

LATEST POSSIBLE END DATE WITH PROPOSED AMENDMENT :  
(including ALL options to extend)

01/14/10

TOTAL MAXIMUM COST WITH PROPOSED AMENDMENT :  
(including ALL options to extend)

\$225,000.00

APPROVAL CRITERIA :  
(select one)

use of Non-Competitive Negotiation is in the best interest of the state



only one uniquely qualified service provider able to provide the service

ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)

(1) description of the proposed additional service and amendment effects :

Hourly rate to be amended from \$36.04 to \$81.28 for a maximum of 844 hours per year for all services provided after April 15, 2005.

(2) explanation of need for the proposed amendment :

Competitive rate for the cost of a pharmacist's services being provided by an employee of the UT, Memphis College of Pharmacy.

#187  
C405 1



(3) name and address of the proposed contractor's principal owner(s) :  
(not required if proposed contractor is a state education institution)

UT Memphis College of Pharmacy--a State education institution.

(4) documentation of OIR endorsement of the Non-Competitive procurement request :  
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request :  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :

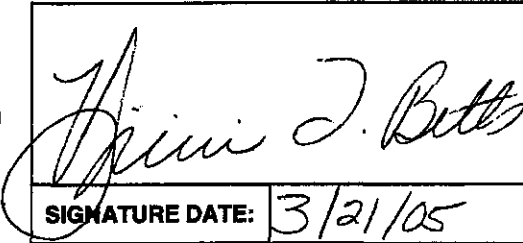
UT Memphis College of Pharmacy is the only pharmacy college in Tennessee that can provide statewide pharmacy consultant coverage as needed. The consultant shall contribute in the formation of pharmaceutical policies and procedures and serve as a professional resource for TDMHDD physicians, pharmacists and clinical staff. It will be the responsibility of the UT Memphis College of Pharmacy to provide the consultant for the State for a maximum on this contract of eight hundred and forty-four (844) hours.

(7) justification of why the F&A Commissioner should approve a Non-Competitive Amendment :

UT Memphis College of Pharmacy is the only pharmacy college in Tennessee. With this shared arrangement with UT, TDMHDD receives Pharmacy services at a lower rate than with a private vendor. Additionally, there is an additional benefit from working with the academic community, because they are constantly reviewing and updating practices in the area of pharmacy. TDMHDD, also, maintains the cooperative agreement with UT Memphis College of Pharmacy as the college provides the pharmacy consultant. This is why this agreement is in the best interest of the State.

**AGENCY HEAD REQUEST SIGNATURE:**

(must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)



SIGNATURE DATE:

3/21/05

**CONTRACT SUMMARY SHEET**

<b>PFS Number:</b>	339.01-009	<b>Contract Number:</b>	ED-05-01735-01
<b>State Agency:</b>	TDMHDD	<b>Division:</b>	Office of Medical Director

<b>Contractor:</b>	<b>Contractor Identification Number:</b>
UT Memphis College of Pharmacy	<input type="checkbox"/> V- <input checked="" type="checkbox"/> C- 626001636-32

<b>Service Description:</b>
Statewide Pharmacy Consultant

<b>Contract Begin Date:</b>	<b>Contract End Date:</b>
01/15/05	01/14/10

<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Subgrant Code</b>
339.01	11730	083999	11	X on STARS	N/A	N/A

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (Including ALL amendments)
2005	22,500.00				22,500.00
2006	45,000.00				45,000.00
2007	45,000.00				45,000.00
2008	45,000.00				45,000.00
2009	45,000.00				45,000.00
2010	22,500.00				22,500.00
<b>Total:</b>	225,000.00				225,000.00

<b>CFDA #</b>		<b>Check the box ONLY if the answer is YES</b>
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<b>State Fiscal Contact</b>		<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>	
<b>Name:</b>	Gene Wood, Budget Director	<b>Is the Contractor a VENDOR? (per OMB A-133)</b>	X
<b>Address:</b>	12 <sup>th</sup> Floor, Andrew Johnson Tower	<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>	X
<b>Phone:</b>	(615) 532-6741	<b>Is the Contractor on STARS?</b>	X
<b>Procuring Agency Budget Officer Approval Signature</b>		<b>Is the Contractor's FORM W-9 ATTACHED?</b>	
<i>Gene Wood</i>		<b>Is the Contractor's Form W-9 Filed with Accounts?</b>	X

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
<b>END DATE →</b>	01/14/10	01/14/10	
FY: 2005	18,299.00	4,201.00	
FY: 2006	39,482.00	5,518.00	
FY: 2007	39,482.00	5,518.00	
FY: 2008	39,482.00	5,518.00	
FY: 2009	39,482.00	5,518.00	
FY: 2010	21,181.00	1,319.00	
<b>Total:</b>	197,408.00	27,592.00	

MAY - 3 -  
 DIRECTOR OF ACCOUNTS

RECEIVED  
 2005 APR 12 PM 3:05  
 COMPTROLLER'S OFFICE  
 OFFICE OF  
 MANAGEMENT SERVICES

**AMENDMENT 01**  
**TO UNIVERSITY OF TENNESSEE, MEMPHIS, COLLEGE OF PHARMACY (ED-05-01735-00)**

This Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities (TDMHDD), hereinafter referred to as the State, and University of Tennessee College of Pharmacy, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1. in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred twenty-five thousand dollars, (\$225,000.00). The Payment Rates in Section C.3. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

2. Delete Section C.3. in its entirety and insert the following in its place:

C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

Effective Date	Service	Payment Rate Per Hour
Effective 01/15/05-04/14/05	Statewide-Pharmacy Consultation	\$ 36.04
Effective 04/15/05-contract	Statewide-Pharmacy Consultation	\$ 81.28

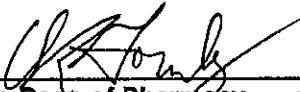
The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

University of Tennessee College of <sup>Pharmacy</sup> ~~Nursing~~:

  
Dick Gourley, Dean of Pharmacy  
Raymond H. Colson  
Vice Chancellor / Administration

3/30/05

Date

3/31/05

DATE


Tennessee Department of Mental Health and Developmental Disabilities:

  
Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner

4-5-05  
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M. D. Goetz, Jr., Commissioner

4/12/05  
Date

DEPARTMENT OF PERSONNEL:

N/A  
Randy C. Camp, Commissioner

Date

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

4/14/05  
Date

# REQUEST: NON-COMPETITIVE CONTRACT

## RECEIVED

2005 APR 12 PM 3:05

CONTRACTS REVIEW OFFICE  
OFFICE OF  
MANAGEMENT SERVICES

APPROVED

Commissioner of Finance &amp; Administration

Date:

11-18-04

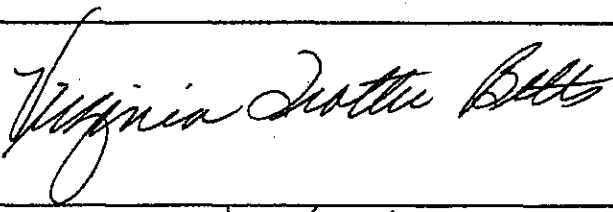
Each of the request items below indicates specific information that must be individually detailed or addressed as required. A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.

RFS #	339.01-009		
STATE AGENCY NAME :	Tennessee Department of Mental Health and Developmental Disabilities (TDMHDD)		
SERVICE CAPTION :	Statewide Pharmacy Consultation		
PROPOSED CONTRACTOR :	UT Memphis College of Pharmacy		
CONTRACT START DATE : (if date is < 60 days after F&A receipt, attach required explanation)	1/15/05		
LATEST POSSIBLE END DATE : (including ALL options to extend)	1/14/10		
TOTAL MAXIMUM COST : (including ALL options to extend)	\$225,000		
APPROVAL CRITERIA : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)			
(1) description of service to be acquired :			
UT Memphis College of Pharmacy shall provide a statewide pharmacy consultant. The consultant shall work with the five Regional Mental Health Institutes (RMHIs) as a resource to physicians, pharmacists and clinical staff as well as a providing pharmacy oversight to assure compliance with the Joint Commission on Accreditation of Hospital Standards (JCAHO), federal and state regulations. The consultant will review the pharmacy practice statewide to improve patient safety and minimize medication errors.			
(2) explanation of the need for or requirement placed on the procuring agency to acquire the service :			
Pharmacy services are required for all units at the five RMHIs. Statewide pharmacy oversight is essential to provide adequate care to our patients, as well as to meet the required standards of the JCAHO and Medicare Standards required for insurance reimbursement. Obtaining the consultant from the UT Memphis College of Pharmacy is the most economical manner to gain exceptional pharmacy services.			
(3) explanation of whether the service was ever bought by the procuring agency in the past, and if so, what method was used to acquire it :			
This service has never been procured in the past.			

Office of Contracts Review

NOV 17 2004

#539  
04.04

<b>(4) name and address of the proposed contractor's principal owner(s) :</b> (not required if proposed contractor is a state education institution)		
UT Memphis College of Pharmacy-a state education institution		
<b>(5) evidence that the proposed contractor has experience in providing the service and evidence of the length of time the contractor has provided service :</b>		
UT Memphis College of Pharmacy is the only pharmacy college in Tennessee. TDMHDD has been assured that a pharmacy consultant will be provided by UT for a minimum of 20 hours per week at the cost listed.		
<b>(6) documentation of OIR endorsement of the Non-Competitive procurement request :</b> (required <u>only</u> if the subject service involves information technology)		
<b>select one:</b>	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
<b>(7) documentation of Department of Personnel endorsement of the Non-Competitive procurement request :</b> (required <u>only</u> if the subject service involves training for state employees)		
<b>select one:</b>	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
<b>(8) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :</b>		
UT Memphis College of Pharmacy is the only pharmacy college in Tennessee that can provide statewide pharmacy consultant coverage as needed. The consultant shall contribute in the formation of pharmaceutical policies and procedures and serve as a professional resource for TDMHDD physicians, pharmacists and clinical staff. It will be the responsibility of the UT Memphis College of Pharmacy to provide the consultant for the State's use for a minimum of 20 hours per week.		
<b>(9) justification of why the state should acquire the service through Non-Competitive Negotiation rather than through a competitive process :</b> (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)		
UT Memphis College of Pharmacy is the only pharmacy college in Tennessee. With this shared arrangement with UT, TDMHDD receives Pharmacy services at a lower rate than with a private vendor. Additionally, there is an additional benefit from working with the academic community, because they are constantly reviewing and updating practices in the area of pharmacy. TDMHDD also maintains the cooperative agreement with UT Memphis College of Pharmacy as the college provides the pharmacy consultant. This is why this agreement is in the best interest of the State.		
<b>AGENCY HEAD REQUEST SIGNATURE:</b> (must be signed by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)		
		
<b>SIGNATURE DATE:</b> 11/15/04		

# CONTRACT SUMMARY SHEET

RFS Number: 339.01 -009		Contract Number: GR-05 ED-0501785-00	
State Agency: TDMHDD		Division: Mental Health Services	
Contractor: UT Memphis College of Pharmacy		Contractor Identification Number: 626661636-32	
Service Description: Statewide Pharmacy Consultant			
Contract Begin Date: 1/15/05		Contract End Date: 1/14/10	
Allotment Code: 339.01	Cost Center: 11730	Object Code: 083 999	Fund: 11
Grant: on STARS		Grant Code: NA	Subgrant Code: NA
FY	State Funds	Federal Funds	Interdepartmental Funds
2005	\$18,299.00		
2006	\$39,482.00		
2007	\$39,482.00		
2008	\$39,482.00		
2009	\$39,482.00		
2010	\$21,181.00		
Total	\$197,408.00	\$0.00	\$0.00
CFDA Number:	Check the box (below) ONLY if the answer is YES:		
State Fiscal Contact:		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: Gene Wood	Is the Contractor a VENDOR? (per OMB A-133)		x
Address: 12th Floor, Andrew Johnson Tower	Is the Fiscal Year Funding STRICTLY LIMITED?		x
Phone: (615) 532-6741	Is the Contractor on STARS?		x
Procuring Agency Budget Officer Signature:		Is the Contractor's FORM W-9 ATTACHED?	
Gene Wood		Is the Contractor's Form W-9 Filled with Accounts?	
		x	
Funding Certification			
Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.			
COMPLETE FOR ALL AMENDMENTS (only)			
End Date >	Base Contract & Prior Amendments	This Amendment ONLY	
FY			
FY			
FY			
FY			
FY			
FY			
Totals	\$0.00	\$0.00	

PROCESS

RECEIVED  
2005 JAN -4 PM 2:31  
CUMMINGS DEPT'S OFFICE  
OFFICE OF  
MANAGEMENT SERVICES

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES  
(TDMHDD)  
AND  
UT MEMPHIS COLLEGE OF PHARMACY**

This Contract, by and between the State of Tennessee, Tennessee Department of Mental Health and Developmental Disabilities, hereinafter referred to as the "State" and UT Memphis College of Pharmacy, hereinafter referred to as the "Contractor," is for the provision of Statewide Pharmacy Consultation, as further defined in the "SCOPE OF SERVICES."

The Contractor is a State of Tennessee institution of higher education.

**A. SCOPE OF SERVICES:**

The contractor shall provide pharmacy-consulting services including but not limited to the following:

- A.1. Serves as statewide pharmacy consultant for the Regional Mental Health Institutes. Contributes in the formulation of pharmaceutical policies and procedures and serves as a professional resource to physicians, pharmacists, and clinical staff.
- A.2. Provides pharmacy oversight to assure compliance with Joint Commission on Accreditation of Hospital Organizations (JCAHO), federal and state regulations. The contractor will monitor dispensing and storage of medication, approve coding and methods of dispensing medication.
- A.3. Reviews pharmacy practice to improve patient safety and minimize medication errors. The contractor will monitor how they are labeling and bar coding medication, compliance with the new regulation for writing prescriptions, off hour access to medication and approve a list of abbreviated clinical terminology.
- A.4. Make recommendations on pharmaceutical equipment, software, and reference materials needed by the Regional Mental Health Institutes' pharmacy staff and directors.
- A.5. Maintains proper practice guidelines to prevent illegal drug dispensing and substitution unauthorized prescription refills, and to check drug accountability audits.
- A.6. Prepares reports related to cost, budget, and dispensing expenses. The contractor will provide reports including drugs, types, class, cost and accountability inventory as requested.
- A.7. Develops policy and health care standards that meet state/federal law, accreditation agencies and institutional policy.
- A.8. Facilitates the integration of new drug therapy management system for tracking, billing, and reporting on dispensing services when implemented.
- A.9. Serves on state pharmacy and formulary committees.

**B. CONTRACT TERM:**

- B.1. Contract Term. This Contract shall be effective for the period commencing on 1/15/05 and ending on 1/14/10. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.



C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred ninety-seven thousand four hundred eight dollars, (\$197,408.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.2. Compensation Firm. The Payment Rates in Section C.3 and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to increase for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

SERVICE

PAYMENT RATE PER HOUR

Statewide Pharmacy Consultation	\$36.04
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The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall not exceed ten thousand dollars (\$10,000.00) during the period of the Contract.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. Pursuant to *Tennessee Code Annotated*, Section 9-4-604, the State is not to issue warrants for payments to persons who are in default to the State until such arrearages are paid. If applicable to the Contractor, the Contractor agrees that, should such an arrearage exist during the term of this Contract, the State shall have the right to deduct from payments due and owing to the Contractor any and all amounts as are necessary to satisfy the arrearage.

Should a dispute arise concerning payments due and owing to the Contractor under this Contract, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Any liability of the Contractor to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Contractor under this agreement shall be governed by the Tennessee Claims Commission Act, ***Tennessee Code Annotated***, Section 9-8-301, *et seq.*
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, the section of this Contract pertaining to "Nondiscrimination" (section D.6.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.9. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.
- D.12. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.13. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.14. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner  
Department of Mental Health and Developmental Disabilities  
Third Floor Cordell Hull Building  
Nashville, TN 37243  
Telephone-615-532-6715  
FACSIMILE NUMBER-615-253-5080

The Contractor:

Dick Gourley, Dean of Pharmacy  
UT Memphis College of Pharmacy  
847 Monroe Ave, Suite 226  
Memphis, TN 38163  
Telephone- 901-448-6036  
Fax-901-448-8553  
[dgourley@utmem.edu](mailto:dgourley@utmem.edu)

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and

federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principles:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.11. HIPAA Compliance. The State and **Contractor** shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The **Contractor** warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
  - b. The **Contractor** warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the **contract** so that both parties will be in compliance with HIPAA.

- c. The State and the **Contractor** will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and **Contractor** in compliance with HIPAA. This provision shall not apply if information received by the State under this **contract** is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF:

UT Memphis College of Nursing:

  
Dick Gourley, Dean of Pharmacy

11/29/04  
Date

Raymond H. Colson

Vice Chancellor / Administration


Tennessee Department of Mental Health and Developmental Disabilities:

  
Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner

12-17-04  
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M. D. Goetz, Jr., Commissioner

JAN 04 2005  
Date

DEPARTMENT OF PERSONNEL:

**NOT APPLICABLE**

Randy C. Camp, Commissioner

Date

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

1-5-05  
Date